



Registration of a Charge

Company Name: **AUCTUS CAPITAL LIMITED**

Company Number: **05084995**



Received for filing in Electronic Format on the: **27/11/2023**

XCH72C97

Details of Charge

Date of creation: **22/11/2023**

Charge code: **0508 4995 0004**

Persons entitled: **YORKSHIRE BUILDING SOCIETY**

Brief description: **4 GEORGE STREET, BATH BA1 2EH (LAND REGISTRY TITLE NUMBER ST248337) AND 5 GEORGE STREET, BATH BA1 2EJ (LAND REGISTRY TITLE NUMBER AV134374)**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JESS ROBINSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5084995

Charge code: 0508 4995 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2023 and created by AUCTUS CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2023 .

Given at Companies House, Cardiff on 28th November 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

MORTGAGE DEED (NON CHARITIES)

WE, SOCIETY	Yorkshire Building Society
PRINCIPAL OFFICE	Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ
DATE	The <u>22nd</u> day of <u>November 2023</u>
PROPERTY	The <u>Free</u> hold property known as 4 George Street, Bath BA1 2EH; 5 George Street, Bath BA1 2EJ
Title Number	<u>AV134374</u> ST248337 & ST302196 <u>EHW</u>
THE BORROWER	Auctus Capital Limited (o Reg No: 05084995)

Form of charge filed at the Land Registry under reference MD14271

1. **THIS DEED** incorporates the Yorkshire Building Society Commercial Offer and Loan Conditions 2019 and Commercial Mortgage Conditions 2019 (as such conditions are set out in the Offer and Mortgage Conditions Booklet) (the "**Conditions**")
2. **THE BORROWER** covenants with the Society to pay and discharge on demand all monies and liabilities now, or at any time after the date of this Deed due owing or incurred by the Borrower to the Society whatsoever (in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety,) together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Society (the "**Secured Liabilities**").
3. **As** a continuing security for the payment or discharge on demand of the Secured Liabilities, the Borrower with full title guarantee:
 - 3.1 **charges** to the Society by way of first legal mortgage the Property together with all buildings, erections, fixtures, fittings and fixed plant and machinery and materials for the time being on the Property or to be erected on it or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions to it.
 - 3.2 **assigns** to the Society the goodwill of the business carried on upon the Property ("the Business").
 - 3.3 **assigns** to the Society all Rental Income, and all other sums, payable under any Occupational Lease.
 - 3.4 **assigns** to the Society the full benefit of all Licences held in connection with the Business and also full right to recover and receive all compensation which may at the time become payable to the Borrower by virtue of the Licensing Act 2003 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 2003 and the full benefit of all other Authorisations held in connection with the Business and all compensation which may become payable in respect of non-renewal of the same.
 - 3.5 **assigns** (so far as they are able) to the Society all the Borrower's right title interest and benefit present and future in to and under:
 - a) any covenants agreements rights securities obligations and indemnities in any way relating to the Property;
 - b) any share or membership rights in any management company relating to the Property;
 - c) the right to receive any amounts however arising paid or payable in relation to the Property or any damage or injury to it whether under statute or otherwise; and
 - d) the right to receive compensation under any statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Property or any refusal, withdrawal or modification of planning permission relating to the Property or any control or limitation imposed upon or affecting the user of the same and if the Borrower receives any such amount the Borrower shall hold it in trust for the Society.
4. **THE** mortgage created by this Deed secures further advances but does not oblige the Society to make any further advances.
5. **THE** Borrower covenants with the Society to observe and perform the obligations and covenants of the Borrower as set out in the Conditions and if and so long as the Borrower is a member of the Society to observe the Rules of the Society so far as they are not inconsistent with or varied by the Conditions or this Deed.

- 6: 6.1 **THE** Borrower shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Society may reasonably specify (and in such form as the Society may reasonably require) in favour of the Society or its nominee(s):
- a) to create perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Society provided by or pursuant to the Deed or by law; and/or
 - b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed.
- 6.2 The Borrower shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Society by or pursuant to this Deed.
- 6.3 Any document required to be executed by the Borrower under this clause 6 will be prepared at the cost of the Borrower.
7. **THE** Borrower and the Society apply to the Land Registry for a restriction to be entered on the register of title to the Property as follows:
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 22 November 2023 in favour of Yorkshire Building Society referred to in the Charges Register.
8. **THIS** Deed is governed by English Law. The Borrower irrevocably agrees to accept the non-exclusive jurisdiction of the English Courts.

EXECUTED as a Deed by the Borrower and delivered on the date of this Deed

EXECUTED as a Deed by _____

Auctus Capital Limited _____ LIMITED

acting by 2 Officers:

Director 1

Signature

Marius Amoreu
Print Name

Director 2 / Secretary

Signature

LYDIA AMUNDOLL
Print Name

SIGNED as a Deed by the Borrower in the presence of the witness

SIGNED as a Deed by the said _____) **SIGNED** as a Deed by the said _____)

_____) _____)

In the presence of:

In the presence of:

Witness: _____
(SIGNATURE)

Witness: _____
(SIGNATURE)

Witness: _____
(PRINT NAME)

Witness: _____
(PRINT NAME)

Address: _____
(BLOCK CAPITALS)

Address: _____
(BLOCK CAPITALS)

SIGNED as a Deed by the said _____) **SIGNED** as a Deed by the said _____)

_____) _____)

In the presence of:

In the presence of:

Witness: _____
(SIGNATURE)

Witness: _____
(SIGNATURE)

Witness: _____
(PRINT NAME)

Witness: _____
(PRINT NAME)

Address: _____
(BLOCK CAPITALS)

Address: _____
(BLOCK CAPITALS)

OR

EXECUTED as a Deed by _____

LIMITED

acting by

Director Signature

Director Print Name

in the presence of

Witness Signature

Witness Print Name

Witness Address (BLOCK CAPITALS)

OR

EXECUTED as a Deed by _____

LIMITED

acting by

Director Signature

Director Print Name

in the presence of

Witness Signature

Witness Print Name

Witness Address (BLOCK CAPITALS)